



# WASHOE COUNTY

Integrity Communication Service  
[www.washoecounty.us](http://www.washoecounty.us)

CM/ACM	CV
Finance	KE/CH
DA	DWV
Risk Mgt	CH
HR	n/a
Other	n/a

## STAFF REPORT BOARD MEETING DATE: *March 28, 2017*

**DATE:** Tuesday, March 21, 2017  
**TO:** Board of County Commissioners  
**FROM:** The 800 MHz Joint Operating Committee of the Washoe County Regional Communications System.

**THROUGH:** Craig Betts, Chief Information Officer,  
Washoe County Technology Services Department  
775-328-2355, [cbetts@washoecounty.us](mailto:cbetts@washoecounty.us)

**SUBJECT:** Discussion and possible action to approve and direct the Washoe County Manager to sign the Nevada Shared Radio System Contract by and between the State of Nevada acting through its Department of Transportation, NV Energy and Washoe County, Nevada, as recommended by the Joint Operating Committee (JOC) of the Washoe County Regional Communications System (WCRCS). (All Commission Districts).

### SUMMARY

Discussion and possible action to approve and direct the Washoe County Manager to sign the Nevada Shared Radio System Contract by and between the State of Nevada acting through its Department of Transportation, NV Energy and Washoe County, Nevada, as recommended by the Joint Operating Committee (JOC) of the Washoe County Regional Communications System (WCRCS).

In partnership with federal, state and local agencies, Washoe County operates a public safety communications system which is governed by the Washoe County Regional Communications System (WCRCS) Interlocal Agreement, dated October, 2014. Because much of the Washoe County Regional Communications System (WCRCS) infrastructure is at "end-of-life" or "end-of-support" the WCRCS, in partnership with the State of Nevada and NV Energy, intends to transition to a Project 25 (P25) digital communications system.

During the past two years, Nevada Department of Transportation, NV Energy and Washoe County have negotiated the Nevada Shared Radio System (“NSRS”) Contract and its attachments which include a Governance Structure, Service Level Agreement (SLA) and the Request for Proposals (RFP). The RFP solicits proposals for the upgrade of the statewide shared radio system to a P25 compliant system.

**Washoe County Strategic Objective supported by this item:** Safe, Secure and Healthy Communities

### **PREVIOUS ACTION**

In October, 1999 Washoe County, the Washoe County School District, the Nevada Department of Transportation, the City of Reno, the City of Sparks and the Truckee Meadows Fire Protection District entered into an agreement to establish the Washoe County Regional Communication System.

On June 18, 2002, an amendment to the Washoe County Regional 800 MHZ Communications System October 1999 Interlocal agreement was approved by the Board of County Commissioners to include updates to sponsoring a private provider such as the application process, review and recommendation, final action and governing law and venue.

On April 22, 2014, the Board of County Commissioners approved an Interlocal Agreement between the Nevada Department of Transportation and Washoe County to share the cost of the Hardware Refresh of the Washoe County Regional Communications System Voice Interoperability Data Access (VIDA) communications system switches, in an amount not to exceed [\$500,000].

On October 14, 2014, the Board of County Commissioners approved the Interlocal Agreement between Washoe County, the Washoe County School District, the Nevada Department of Transportation, the City of Reno, the City of Sparks and the Truckee Meadows Fire Protection District to provide for the continued development and operation of the Washoe County Regional Communications System (WCRCS).

On July 14, 2015, the Board of County Commissioners approved a Memorandum of Understanding (MOU) confirming the intent of the State of Nevada, Washoe County Regional Communications System (WCRCS) and NV Energy to move forward as a cohesive communications system to obtain a replacement public safety Project 25 Phase II communications system of a common manufacturer to assure a fully compatible statewide system.

On December 13, 2016 the Board held a second reading adopted an amendment to WCC 5.456 authorizing the Chief Information Officer to negotiate and execute agreements with

other public and private entities as are required to assure the continued present and future operation of Washoe County's emergency radio system(s) and to present such agreements to the Washoe County Board of Commissioners for final approval when required by law or policy; and describing that such agreements may include, without limitation, provisions for sharing the use, governance, operation, maintenance, and upgrade of any Washoe County radio system with other public or private entities, unless otherwise prohibited by law.

### **BACKGROUND**

In Partnership with federal, state and local agencies, Washoe County operates a public safety communications system which is governed by the Washoe County Regional Communications System (WCRCS) Interlocal Agreement, dated October, 2014. Because much of the Washoe County Regional Communications System (WCRCS) infrastructure is at "end-of-life" or "end-of-support" the WCRCS, in partnership with the State of Nevada and NV Energy, intends to transition to a Project 25 (P25) digital communications system.

During the past two years, Nevada Department of Transportation, NV Energy and Washoe County have cooperated on preparation of the NSRS Contract. Similar to the WCRCS, the goal of the NSRS is for all participants to cooperate in a manner that benefits all participants. Cooperation includes operation and maintenance of the parties' respective portions of the system as a public safety radio system in a manner that contributes to the public good. Furthermore, the goals of the WCRCS will remain in place, including facilitation of inter- and intra-agency communications for public safety and non-public safety purposes; facilitation of mutual aid; and to provide effective, reliable, and continuously up-to-date communications for routine intra-agency operations as well as inter-agency communications throughout the region and throughout the state of Nevada during mutual aid and disaster operations to the fullest extent possible.

The NSRS Contract defines the relationship between the State of Nevada, NV Energy and Washoe County for operations, maintenance, design, expansion and update of the shared statewide radio system. The Contract explicitly defines Levels of Service, a structure of Governance, system performance, procedures for Contract termination, agency expenses, cost sharing and dispute resolution. Additionally, the Contract includes a Request for Proposals (RFP) document, details on how the RFP will be administered, and the intent of the RFP.

The RFP solicits proposals for the upgrade of the statewide shared radio system to a digital Project 25 (P25) compliant system. The parties to the contract agree that the solicitation and selection of a single vendor to provide all NSRS communications equipment required by each of the parties would be preferable for the joint operations of

the NSRS. The vendor selected through the RFP process will be retained by each party to the Contract to upgrade their respective portions of the statewide system.

Approval of the Contract by all parties to the Contract will allow the RFP to be released to the public and to be administered through the NDOT procurement process.

### **FISCAL IMPACT**

Under the Contract each party to the Contract is required to equally contribute to an independent System Administrator (SA) position. The SA position will require a contribution from Washoe County, however because the position has not been created there is no way to determine the fiscal impact at this time. Despite the unknown costs of the SA position, the FY17/18 Washoe County Regional Communications System budget has been prepared to account for this position. Funds for the SA position would be provided from fund center 210010, account 710100 (Professional Services).

If Washoe County's funding ability to satisfy the Contract is withdrawn, limited, or impaired the Contract shall be terminated immediately without penalty, charge or sanction.

### **RECOMMENDATION**

Approve and direct the Washoe County Manager to sign the Nevada Shared Radio System Contract by and between the State of Nevada acting through its Department of Transportation, NV Energy and Washoe County, Nevada, as recommended by the Joint Operating Committee (JOC) of the Washoe County Regional Communications System (WCRCS).

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to Approve and direct the Washoe County Manager to sign the Nevada Shared Radio System Contract by and between the State of Nevada acting through its Department of Transportation, NV Energy and Washoe County, Nevada, as recommended by the Joint Operating Committee (JOC) of the Washoe County Regional Communications System (WCRCS)."

**NEVADA SHARED RADIO SYSTEM CONTRACT**

This Contract, made and entered into on \_\_\_\_\_, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT"), Washoe County, Nevada, a political subdivision of the State of Nevada (hereinafter "COUNTY"), and Nevada Power Company ("NPC") and Sierra Pacific Power Company ("SPPC") (collectively dba NV Energy) (hereinafter "NV Energy"). Individually they are each a "Party" and collectively they are the "Parties."

**WITNESSETH:**

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into contracts necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Washoe County Code 5.456 authorizes the Chief Information Management Officer for Washoe County to enter into agreements with public and private entities which allow for the shared use, operation, maintenance, upgrade, and replacement of telecommunications systems in general and the 800 MHZ system in specific, provided the agreements are presented to the Board of County Commissioners for final approval; and

WHEREAS, the Parties independently own and operate communication sites and facilities which support common trunking and wide area mobile radio systems in Nevada which is commonly known as the "Land Mobile Radio" system ("LMR"); and

WHEREAS, the DEPARTMENT has obtained licenses from the Federal Communication Commission (FCC) for certain radio frequencies and is eligible to obtain additional radio frequencies ("Licensed Frequencies") in the Federal Communications Commission (FCC) Public Safety Category; and

WHEREAS, the DEPARTMENT's licensed frequencies are required to operate a shared LMR system for use by public safety agencies as required in the FCC Public Safety Category; and

WHEREAS, the State of Nevada, acting by and through its Department of Transportation, on behalf of certain Federal, State and Local Government agencies and Public Utilities, is the holder of a FCC waiver dated July 10, 1995, and informationally updated January 15, 2015, authorizing the State of Nevada to share the use of certain frequencies; and

WHEREAS, NPC and the DEPARTMENT entered into the Shared Use Trunking Radio Contract No. PR 125-96-002, dated March 20, 1996, Amendment 1 dated March 16, 1997, Amendment 2 dated June 3, 2004, Amendment 3 dated January 5, 2005, Amendment 4 dated January 5, 2005, and Amendment 5 dated February 19, 2015; and

WHEREAS, SPPC and the DEPARTMENT entered into the Shared Use Trunking Radio Contract No. PR 223-97-002 dated April 10, 1997; and

WHEREAS, COUNTY and DEPARTMENT are parties to an agreement commonly referred to as the Washoe County Regional Communication System Interlocal Agreement which describes the rights and duties of the COUNTY and DEPARTMENT with regard to the shared use and operations of the radio and communications systems in Washoe County which are the subject matter of this Contract; and

WHEREAS, COUNTY and NVE have no formal written agreement for the shared use of their respective radio and communications systems which are the subject matter of this Contract and now seek to formalize the relationship of NVE, the DEPARTMENT, and COUNTY; and

WHEREAS, the Parties have determined that it is feasible and beneficial for the Parties to continue to operate and combine their LMR systems as the Nevada Shared Radio System ("NSRS"). In doing so, each Party will become a System Infrastructure Owner (SIO) and collectively Systems Infrastructure Owners (SIOs); and

WHEREAS, the DEPARTMENT has determined that a provision of services is required for the operation and maintenance of the NSRS and such project is necessary for the governance, operations, and maintenance of the NSRS; and

WHEREAS, the purpose of this Contract is to establish the roles and responsibilities of each PARTY in the operation and maintenance of the NSRS; and

WHEREAS, the NSRS consists of electronic equipment, civil infrastructure, communications backhaul, and all ancillary devices and equipment to assure a fully operational public safety grade radio system; and

WHEREAS, certain radio equipment presently used by the Parties has become obsolete and no longer supported by their manufacturers requiring that new equipment be procured; and

WHEREAS, the Parties wish to jointly enter into a procurement to identify a common vendor from whom the Parties will independently purchase needed equipment and services; and

WHEREAS, the DEPARTMENT's, NV ENERGY's and COUNTY' services related to the NSRS will be of great benefit to each of the Parties, to the people of Washoe County, and to the State of Nevada.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

#### ARTICLE I - PERFORMANCE

1. The Parties (along with any other Federal, State or Local Government agency or Public Utility authorized as a part of the FCC waiver) are to utilize and share public safety radio frequencies and to participate in the benefits and support of the NSRS for the public good.
2. The DEPARTMENT, on behalf of the State of Nevada, agrees to allow COUNTY and NVE to jointly operate communications equipment on Frequencies licensed to State by the FCC for purposes of operating the NSRS.
3. The Parties agree to operate the NSRS in a cooperative manner benefiting all participants on the NSRS. The Parties agree to establish and maintain the Governance Structure outlined in Attachment "A," attached hereto and incorporated herein, and to provide, at a minimum, the service and maintenance responsibilities of the Parties as contained in the Service Level Agreement ("SLA") included as Attachment "B," attached hereto and incorporated herein.

4. The Parties agree to furnish all labor, materials, services, equipment, tools, and other expenses necessary to perform the professional services required under the terms of this Contract, except as specifically provided otherwise herein. As the NSRS is established to equally benefit all Parties, and except as otherwise provided in this Contract or the Attachments hereto, the majority of these services will be considered to be an in-kind based exchange.

5. The Parties agree to use the DEPARTMENT's Request for Proposal ("RFP") procurement process to evaluate and select a single vendor from whom each and every individual Party will purchase its needed equipment and services for the NSRS, which may be purchased either directly through the selected vendor or an integrator acting on its behalf (see the RFP attached hereto as Attachment "C" and incorporated herein).

6. The Parties acknowledge and agree that other appropriate entities who wish to become part of the NSRS may do so provided that each new Party to this Contract shall be responsible for providing system expansion equipment, as required and specified by the Governance Board, or will fully compensate another Party for expanding its radio system to accommodate the new Party's obligation. Capital funding for system expansion will be the sole responsibility of any new Party wishing to participate in this Contract and NSRS or at the discretion of the Governance Board.

7. All Sites shared between two or more Parties, as described in Attachment "2" Existing and Candidate Sites Information to Attachment "C" "RFP" to include future Sites, shall be available to the Parties herein at all times provided approval is obtained from the Party controlling access to that specific Site. Approval shall not be unreasonably withheld from any Party requesting access to any Site.

8. Each Party will be responsible for its own Site's(s') design, construction, operations, and maintenance as described in Attachment "1" Scope of Services ("SoS") to Attachment "C" "RFP" to include candidate and future Sites. No Party to this Contract shall design, construct, operate, or maintain a NSRS Site contrary to the policies and procedures set forth by the Governance Board.

9. Each Party to this Contract shall be responsible for its own maintenance activities for its portion of the NSRS.

10. Each Party to this Contract shall strive to operate and maintain the NSRS and all its facilities and equipment with a minimum of disruption to the other Parties.

11. A Party shall have the right to suspend service temporarily for the purpose of making necessary repairs, for scheduled routine maintenance, and for making improvements to the NSRS in accordance with the SLA, Attachment "B."

12. All maintenance communications shall be considered operating communications as defined in Article III, Paragraph 8(g), of this Contract.

13. A Party may suspend service temporarily if ordered by a Court of Law or any agency having jurisdiction over such Party to this Contract. Service will be restored as soon as reasonably possible once the ordered suspension of service has been rescinded or otherwise remedied.

14. A Party may suspend service temporarily if a hazardous condition exists or if another Party is utilizing the NSRS in a forbidden or prohibited manner. Service shall be restored

as soon as reasonably possible once the hazardous condition is corrected or eliminated and/or the prohibited practice is discontinued.

15. A Party may suspend service during a Force Majeure condition as set forth in Article III, Paragraph 13, herein. Service shall be restored as soon as reasonably possible after the Force Majeure has been remedied.

16. The Parties agree that the solicitation and selection of a single vendor to provide all NSRS communications equipment required by each of the parties would be preferable for the joint operation of the NSRS. The Parties have therefore collaborated to prepare a RFP to be used for the selection of such a vendor, Attachment "C." The pertinent property and facilities are identified within the RFP.

## ARTICLE II – TERMINATION OF PARTICIPATION

1. The Parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature or COUNTY funding ability to satisfy this Contract is withdrawn, limited, or impaired, without penalty, charge or sanction. Notwithstanding the foregoing, and without binding the State Legislature and County Commission, DEPARTMENT and COUNTY anticipate that due to the life and safety requirements of the NSRS, the State Legislature and Board of County Commissioners for Washoe County will continue to provide the necessary funding for the Department and COUNTY to meet their obligations for the expected duration of this Contract.

2. This Contract may be terminated without cause by any of the Parties prior to the end of its term, provided that a two- (2-) year termination period shall commence to run thirty (30) calendar days after a Party has served written notice to terminate upon the other Parties in accordance with Article III, Paragraph 8.

3. This Contract may be terminated by mutual consent of all Parties or unilaterally by either of the Parties without cause providing the below-listed conditions to termination are met:

a. The remaining Parties must be able to obtain licensed frequencies from the FCC for their independent and sole use provided:

i. The other Parties must have filed applications with the FCC for use of radio frequencies within ninety (90) calendar days of receipt of a notice of intent to terminate.

ii. The DEPARTMENT will be under no further obligation to the other participants in this Contract should the other Parties fail to file such applications.

b. If no such frequencies are available for use by the other Parties, and timely applications were filed, then the DEPARTMENT shall maintain the required licensing and permitting necessary to allow the other Parties' use of the licensed frequencies until such time that the FCC approved use of such frequencies by the other Parties of this NSRS.

4. Should any Party elect to terminate its participation under this Contract in accordance with this Article II, the terminating Party:

a. Shall ensure continued operation of the NSRS for all Parties hereto and shall not remove, or cause to be removed, any equipment, software, or intellectual property during the two (2) year termination period.

b. Shall not sell, or cause to be sold, any real property or buildings during the two (2) year termination period that is being utilized by this NSRS.

c. Shall not disconnect, or otherwise cause any utility service interruption of any kind to this NSRS during the two (2) year termination period.

d. Shall not allow any lease, rent, or other payment lapse during the two (2) year termination period of any land, building, structure, hardware, communications backhaul, or software utilized by the NSRS.

e. Shall not allow any LMR system permits to lapse or otherwise cause to be cancelled during the two (2) year termination period.

f. Shall sell to the remaining Parties, the communications equipment that is being used as part of this NSRS at a depreciated book value to be determined at that time, subject to Nevada Legislative appropriations and State of Nevada property disposal laws then in effect, if any, or enter into new agreement(s) with the remaining Parties granting them permission to continue operation indefinitely and add any necessary equipment to any and/or all sites controlled by the terminating Party.

g. Shall not sell, or otherwise lease or rent any kind of radio service provided by or through this NSRS.

5. The following obligations shall survive termination of participation under this Contract:

a. Payment of any amounts due prior to or resulting from such termination.

b. The indemnity obligations contained herein.

### ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Contract shall be from the date first written above through and including the December 31, 2018. This Contract shall be automatically renewed for an additional two (2) year period on the last day of each two-year term unless a Party notifies the other Parties in writing within one hundred twenty (120) calendar days prior to the automatic renewal of this Contract of its intention that this Contract expire at the completion of the two (2) year term then in effect.

2. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

3. The NSRS shall be governed by a board of representatives of each of the Parties and structured as set forth in the Governance Structure, Attachment "A."

4. Each Party agrees to allow the other Parties' users to access their portion of the NSRS at no cost.

5. Each Party shall be solely responsible for its own operating expenses for their portion of the NSRS which shall consist of all costs, including user costs, associated with maintenance and operations of the NSRS.

a. The Parties have agreed to establish the position of System Administrator whose responsibilities is stated in the Governance Structure, Attachment "A." One of the

Parties will employ the services of the System Administrator, whose cost will be shared equally by the Parties (one-third of the cost for each Party) and billed monthly by the Party employing such services to the other two Parties. If other appropriate entities are authorized to join the NSRS as SIO to the system, the cost the System Administrator shall be shared equally by all SIOs.

b. Upon approval of the Governance Board, a Party may enter into a separate and exclusive agreement with another Party to facilitate the installation, operation, repair or maintenance of a system owned or operated by another Party. Upon approval of the Board, any work performed in this manner which incurs an expense would be billed directly by the Party incurring such expense to the Party who agreed to pay such expense.

c. This Contract recognizes that each Party is subject to its own governing body's guidelines for budgeting and funding and the need for all Governance Board proposals and activities to be consistent with those guidelines. The Parties reserve the right to establish an operating budget for the Governance Board, with provisions for contribution by each of the Parties in the future, if it becomes necessary, by agreement of all Parties.

6. The Governance Structure, Attachment "A," describes the process for selection of a System Administrator. The System Administrator will prepare policies and procedures, approved by the Governance Board, for oversight of the NSRS. Those policies and procedures shall include, without limitation, the process for addressing the following items:

- a. Billing
- b. Payments
- c. Correction of Billing Errors
- d. Failure to Pay Bills
- e. Disputed Billings
- f. Payment of Past Due Bills

7. In the event the Parties are unable to efficiently and timely resolve a dispute concerning the interpretation and enforcement of this Contract or any matters arising therefrom, the below-described dispute resolution process shall be used:

a. Non Interference. No dispute between any of the Parties to this Contract shall interfere with the continued to operation and maintenance of the NSRS, and all Parties shall diligently perform their obligations despite such dispute.

b. Governance Board to Resolve Dispute. If any dispute between any of the Parties should arise under the terms of this Contract, the dispute shall be submitted to the Governance Board for consideration and resolution. If the dispute is not resolved to the satisfaction of all parties through action of the Governance Board within thirty (30) calendar days, the disputing Parties will utilize a third party mediation process to resolve such dispute.

c. Third Party Mediation. Any dispute or cause of action between the Parties to this Contract, including, but not limited to, contract issues, tort issues, equity issues and the interpretation of laws or regulations, not resolved to the satisfaction of all parties by the Governance Board within thirty (30) calendar days, shall be submitted to a mediation process. The mediation shall be administered by a mediator selected by agreement of the Parties. In the

event that the Parties are unable to come to a mutual agreement regarding such dispute or cause of action through such mediation, the Parties may pursue legal action in accordance with Article III, Paragraphs 10 and 23, herein.

8. All written notices or submittals required by this Contract shall be sent either by hand-delivery, registered or certified U.S. mail return receipt requested, or overnight delivery and will be effective and deemed to have been received:

- a. When presented if hand-delivered; or
- b. On the third business day after the date delivered to the U.S. Post Office if sent by registered or certified U.S. mail; or
- c. On the next business day after the date delivered to an overnight delivery company if sent by overnight courier; and addressed to the other Parties at the addresses set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director  
Attn.: Jim Whalen  
Nevada Department of Transportation  
Division: Traffic Operations  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: 775-888-7080  
Fax: 775-888-7090  
E-mail: jwhalen@dot.nv.gov

FOR WASHOE COUNTY: John Slaughter, Washoe County Manager  
POB 11130, Reno, NV 89520  
1001 E. 9<sup>th</sup> St., Reno, NV 89520  
Phone: 775-328-2060  
Fax: 775-328-2491  
E-mail: jslaughter@washoecounty.us

FOR NVE: Kevin Judice, Vice President and Chief Information Officer  
NV Energy  
6226 W. Sahara Ave.  
Las Vegas, NV 89146  
Phone: 702-402-5643  
E-mail: KJudice@nvenergy.com

d. Notice of Default. Notices of an Event of Default related to disputes alleging breach of contract by a Party that are not resolved pursuant to Article III, Paragraph 7, shall require the use of any two (2) of the above means of delivery. Such notices shall be effective and deemed to have been delivered on the latest date of delivery when both means of delivery have been complied with.

e. Notice Other Than for Default. All other written communications regarding this Contract may be sent by any of the above means, by regular first class U.S. mail, facsimile, or by email.

f. Address for Notice. Unless provided in writing to the contrary, all notices shall be sent to the Parties as specified above.

g. Operating Communications. Routine communications and operating instructions shall be delivered as specified in the policies and procedures developed by the System Administrator in accordance with the Governance Structure, Attachment "A."

h. Emergency Communications. In emergencies, the Parties, shall endeavor to promptly notify the other Parties and may make such notice by any of the above means or verbally in person or by telephone, facsimile, or by email as specified in the SLA, Attachment "B."

i. Changes of Address and Contacts. The Parties shall have the right to change contact name, titles, and addresses by providing written notice to the other Parties as specified in the policies and procedures developed by the System Administrator in accordance with the Governance Structure, Attachment "A."

9. Record Keeping. Each Party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer-related, or otherwise) pertaining to this Contract and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after the Contract expires or is terminated.

10. Failure of any Party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to the recovery of actual damages, and the prevailing Party's reasonable attorney's fees and costs.

11. Insurance requirements of the Parties shall be as follows:

a. NV ENERGY is self-insured for the initial \$2,000,000 of coverage per occurrence for general liability purposes. NV ENERGY shall keep the insurance coverage described herein in force during the term of this Contract.

b. The DEPARTMENT and COUNTY, for the Term of this Contract and in exception to this Paragraph, shall be self-insured for any and all acts and omissions of and by its agents and employees.

c. Other third Parties, and a Party's users, shall maintain the following insurance coverage throughout the term of this Contract:

i. Worker's Compensation insurance in the form and manner required by the State of Nevada; and

ii. Comprehensive General Liability Insurance for personal injuries/death and property damage with a minimum coverage of \$2,000,000 per occurrence; and

iii. Comprehensive Automobile Liability with bodily injury and property damage with combined single limits of at least \$2,000,000.

d. Proof of Coverage. Parties shall provide each of the other Parties with proof of insurance coverage required herein prior to commencing the services set forth herein and annually thereafter.

e. Notice of Cancellation. Parties shall provide immediate written notification to all other Parties upon cancellation of any insurance coverage required herein.

12. The DEPARTMENT and COUNTY do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The Parties acknowledge that certain portions of NRS Chapter 41 apply to tort claims only, and this Paragraph is not intended to apply such provisions to contract claims arising between the Parties hereto. Contract liability of the Parties shall not be subject to punitive damages. Actual damages for any Party's breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, if any, but not yet paid, for the fiscal year budget in existence at the time of the breach.

13. Force Majeure. No Party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. Indemnification.

a. Each Party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any Party or person, described herein.

b. The indemnification obligation under this Paragraph is conditioned upon service of written notice in accordance with Article III, Paragraph 8, herein by the indemnified Party to the indemnifying Party within thirty (30) calendar days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorney's fees and costs incurred by the indemnified Party's chosen right to participate with legal counsel.

15. The Parties are associated with each other only for the purposes and to the extent set forth in this Contract. Each Party is and shall be an entity separate and distinct from the other Parties and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party or any other person.

16. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by any Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

17. The illegality or invalidity of any provision or portion of this Contract shall not affect the validity of the remainder of the Contract and this Contract shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Contract unenforceable. If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the

term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Contract and is not replaced by an enforceable substitute provision.

18. Neither of the Parties shall assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the other Parties.

19. Except as otherwise provided by this Contract, all or any property presently owned by any Party shall remain in such ownership upon termination of this Contract, and there shall be no transfer of property between the Parties during the course of this Contract.

20. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The DEPARTMENT and COUNTY will have the duty to disclose the same unless a particular record is confidential by law or a common law balancing of interests.

21. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that Party only to the extent that such information is confidential by law or otherwise required to be kept confidential by this Contract.

22. The Parties hereto represent and warrant that the person executing this Contract on behalf of each Party has full power and authority to enter into this Contract and that the Parties are authorized by law to perform the services set forth herein.

23. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Contract. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

24. Any alteration considered to be scope in excess of that scope provided for in this Contract shall be addressed through a written amendment to this Contract. The amount and payment for such extra scope, as well as designation of responsibility for payment of such scope, shall be specified in such written amendment.

25. It is specifically agreed between the Parties executing this Contract that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third Party beneficiary status hereunder, or to authorize anyone not a Party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

26. In connection with the performance of work under this Contract, the Parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The Parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

27. The headings or paragraph titles contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the Parties, nor should they be used to aid in any manner in the construction of this Contract.

28. This Contract together with Attachments "A" through "C," inclusive, constitute the entire agreement of the Parties hereto and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by the Nevada Attorney General.

29. This Contract may be executed in any number of counterparts, and all such counterparts executed and delivered, such as an original, shall constitute but one and the same instrument.

30. Each Party agrees to perform any further acts and to execute and deliver any additional documents that may be reasonably necessary to effectuate any provisions of this Contract.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused their names to be signed hereon on the date first above written.

Washoe County

State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Director

Approved as to Form:

Approved as to Legality and Form:

\_\_\_\_\_  
Deputy District Attorney

\_\_\_\_\_  
Deputy Attorney General

Nevada Power Company  
Sierra Pacific Power Company

\_\_\_\_\_  
Name and Title (Print)

Approved as to Form:

\_\_\_\_\_  
General Counsel



Nevada Department of Transportation  
Traffic Operations (TO)



**Attachment A**

**Nevada Shared Radio System (NSRS)**

**Governance Structure**

**For the Integrated Land Mobile Radio System**

March 23, 2017  
Final

Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, NV 89712-0001



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**Table 1: List of Commonly Used Abbreviations, Acronyms, and Definitions**

<b>Item</b>	<b>Description</b>
<b>Board</b>	Governance Board
<b>NDOT</b>	Nevada Department of Transportation
<b>NVE</b>	NV Energy
<b>WC</b>	Washoe County
<b>LMR</b>	Land Mobile Radio
<b>NSRS</b>	Nevada Shared Radio System
<b>SA</b>	System Administrator is appointed by the Governing Board
<b>SIO</b>	System Infrastructure Owner is a party to the NSRS Contract and a member of the NSRS that has significant infrastructure
<b>SLA</b>	Service Level Agreement
<b>SSA</b>	Sub-System Administrator acts on behalf of each SIO to approve and implement changes within its system
<b>TAC</b>	Technical Advisory Committee
<b>UG</b>	User Group



# GOVERNANCE STRUCTURE

1. PURPOSE

1.1. To govern and administer the affairs of the Nevada Shared Radio System (“NSRS”).

2. AUTHORITY AND STRUCTURE

2.1. The NSRS Governance Board (the “Board”) represents the three system owners: (i) State of Nevada, acting through its Nevada Department of Transportation (“NDOT”); (ii) Nevada Power Company and Sierra Pacific Power Company collectively dba NV Energy (“NVE”); and (iii) Washoe County (“WC”), each of which own, operate, and maintain, in cooperation with each other, the NSRS. The system owners are collectively known as the System Infrastructure Owners (“SIOs”) and each individually as System Infrastructure Owner (“SIO”).

2.1.1. Each system owner also has sub-agencies who use the NSRS on a day-to-day basis (the “Users”).

2.2. The Board is charged with the authority and responsibility for the approval of new SIOs and to govern the affairs of the NSRS, including oversight of: (i) the System Administrator (“SA”); (ii) the Technical Advisory Committee (“TAC”); and (iii) User Group(s) (“UG”).

2.2.1. The purpose of this document is to establish the organizational structure and procedures of the Board, the System Administrator, TAC, and the Users as well as to clarify the authority and purpose for this Board.

2.2.2. All matters brought before the Board requiring a decision shall be resolved by majority vote of its voting members.

2.3. An organizational chart of the Governance Board, the Technical Advisory Committee, the System Administrator, and the Users is depicted below (Figure 1: Governance Structure).

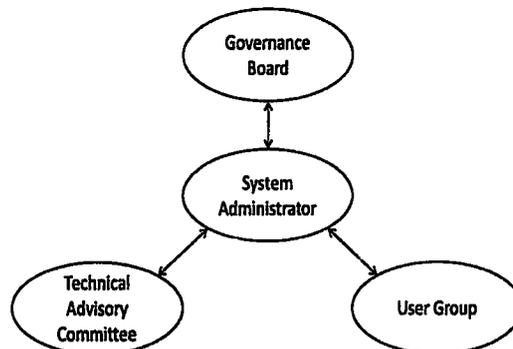


Figure 1: Governance Structure



### 3. RESPONSIBILITIES OF THE BOARD

#### 3.1. Duties

- 3.1.1. Establish and maintain LMR system policies and procedures to ensure successful operation of the NSRS and the Governance Board.
- 3.1.2. Develop an annual NSRS budget for System Administrator support.
- 3.1.3. Appoint a System Administrator.
- 3.1.4. Establish the responsibilities of the System Administrator.
- 3.1.5. Establish the required staffing levels necessary for system administration.
- 3.1.6. Authority to create committees necessary to fulfill the mission of the NSRS.
- 3.1.7. The Board shall meet quarterly and at other times as determined by the Board.
- 3.1.8. The actions of the Board must be performed in an open meeting with a quorum of its members present.
  - 3.1.8.1. No action by the Board may be taken without a quorum present.
  - 3.1.8.2. No action may be taken on any matter that is not listed on the agenda for the meeting being conducted.
  - 3.1.8.3. A quorum of the Board shall consist of the presence of one voting member from each of the three (3) SIOs.
- 3.1.9. Comply with Nevada Open Meeting Law.

#### 3.2. Members of the Board

- 3.2.1. This Board shall consist of one (1) voting representative from each SIO.
- 3.2.2. Each Board Member shall have decision making and funding authority for its SIO.
- 3.2.3. Each SIO shall appoint its member in writing to the Board.
- 3.2.4. Each SIO shall appoint a proxy that complies with Section 3.2.2., and Section 3.2.3.

### 4. RESPONSIBILITY OF THE SYSTEM ADMINISTRATOR

#### 4.1. Duties



- 4.1.1. Report directly to the Board.
- 4.1.2. Draft and review all policies and procedures pertaining to the operations and maintenance of the NSRS for submittal to the Board.
- 4.1.3. Draft the annual budget for system administration for submittal to the Board.
- 4.1.4. Provide an administrative report at each Board meeting or as established in the Board's policies and procedures.
- 4.1.5. Responsible for administering day-to-day operations of the entire NSRS.
- 4.1.6. Long-term system planning, upgrades, and expenditures to be submitted to the Board for its approval.
- 4.1.7. Act as a single point of contact for NSRS.
- 4.1.8. Act as a non-voting facilitator for the TAC, UG, and Board meetings.
- 4.1.9. Establish UG structure, roles, and responsibilities.
- 4.1.10. Coordinate billing between members.
- 4.1.11. Coordinate the sharing of assets and inventory between the SIOs.
- 4.1.12. Maintain a list of approved vendor equipment.
- 4.1.13. Maintain shared documents, meeting agendas, meeting minutes, system updates, and work orders on a central repository accessible by all members for all NSRS meetings.
- 4.1.14. Conduct statewide, real-time system monitoring for status and alarm conditions.
- 4.1.15. Coordinate with the Sub-System Administrators (SSA) for the resolution of system or network operational issues.
- 4.1.16. Promote and provide education regarding the NSRS Land Mobile Radio (LMR) system.
- 4.1.17. Other duties as directed by the Board.

## 5. SELECTION OF THE SYSTEM ADMINISTRATOR

- 5.1. The TAC will work together in good faith to create a Statement of Work for the System Administrator role (the "SA SOW") The TAC will start developing the SOW once this agreement has been fully executed.
- 5.2. The TAC must unanimously approve the SA SOW. Any disputes will be resolved in



accordance with this Governance Structure.

- 5.3. Once the SA SOW is finalized, NDOT will administer a Request for Proposal (“SA RFP”) for the SA position. The SA RFP will include a requirement that the SA have experience with LMR systems. The TAC will evaluate the Proposals received in response to the SA RFP and unanimously agree on the recommendation of the winning proposer. The TAC will forward its recommendation to the Governance Board for its approval. Any disputes will be resolved in accordance with this Governance Structure.

## 6. RESPONSIBILITIES OF THE TECHNICAL ADVISORY COMMITTEE

### 6.1. Duties

- 6.1.1. Review, approve, and resolve technical issues related to the NSRS.
- 6.1.2. Recommend system upgrades and enhancement to the Board per the governance policy.
- 6.1.3. Review UG requests for enhancements and provide recommendations to the Board.
- 6.1.4. All matters brought before the TAC requiring a decision shall be resolved by majority vote of its members.
- 6.1.5. The TAC will meet quarterly or as its members deem necessary.

### 6.2. Voting Members of the TAC

- 6.2.1. Each SIO shall appoint its TAC members in writing to the SA.
- 6.2.2. Only one (1) TAC member from each SIO shall have voting authority.
- 6.2.3. If the TAC voting member is temporarily unavailable to attend a meeting of the TAC, the SIO shall appoint a proxy that complies with **Section 6.1**

### 6.3. Non-Voting Attendees

- 6.3.1. TAC members may bring Subject Matter Experts (SME) to meetings.

## 7. RESPONSIBILITIES FOR THE USER GROUP

- 7.1. The UG shall follow established Board governance policies and procedures.
- 7.2. The UG submits recommendations or requests to the TAC.



Nevada Department of Transportation  
Traffic Operations (TO)



**Document B**

**Nevada Shared Radio System (NSRS)**

**Radio System Service Level Agreement (SLA)  
For the Integrated Land Mobile Radio System**

March 23, 2017  
Final

Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, NV 89712-0001

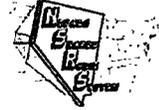


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<b>TAC</b>	Technical Advisory Committee
<b>UG</b>	User Group



# SERVICE LEVEL AGREEMENT (SLA)

## 1. OVERVIEW

The purpose of this document is to establish a minimum level of quality, response times, service, and access required to maintain the statewide Land Mobile Radio (LMR) system. The System Infrastructure Owners (SIOs) for the Nevada Shared Radio System (NSRS) are Washoe County (WC), NV Energy (NVE), and Nevada Department of Transportation (NDOT) (individually, each a SIO). The NSRS is a statewide Public Safety radio system utilized by agencies throughout the State of Nevada. The NSRS Governance Board (GB) establishes and maintains system policies and procedures to ensure successful operation of the NSRS.

Each SIO will perform radio system maintenance and repairs of NSRS components that consist of electronic equipment, civil infrastructure, communications backhaul, licensing, permits, and all ancillary devices and equipment (hereinafter referred to as the "SYSTEM") to provide a robust, sustainable, and fully functional radio system.

Each SIO is required to provide oversight and accountability for their respective part of the NSRS. Service levels for the SYSTEM include annual inspections and preventative maintenance of system core and mountaintop radio sites, on-call maintenance, emergency maintenance, scheduled repair of equipment, repair of sites due to weather damage, equipment failure, and or other circumstances and any other maintenance deemed necessary by the SIO.

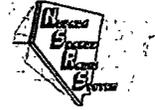
This Service Level Agreement ("SLA" or "Agreement") ensures the proper elements and commitments are in place to provide timely and consistent NSRS service support for a reliable communications system for first responders and public safety personnel.

## 2. GENERAL REQUIREMENTS

- 2.1. The SIOs will perform radio SYSTEM maintenance and repairs of NSRS components that consist of electronic equipment, civil infrastructure, communications backhaul, licensing, permits, and all ancillary devices and equipment to provide a robust, sustainable, and fully functional radio system.
- 2.2. Each SIO shall be staffed to maintain the SYSTEM in a manner that supports a robust Public Safety radio system.
- 2.3. Each SIO shall provide 24/7 response to emergency outages to the SYSTEM.
  - 2.3.1. An emergency outage is defined as an unscheduled outage that significantly reduces SYSTEM performance within a geographical area.
- 2.4. All scheduled maintenance and upgrades that require an outage at a site or system level shall be coordinated with the SA and meet the requirements of **Section 8** herein.
- 2.5. Each SIO will maintain, repair or install a LMR system that complies with all current Federal and State of Nevada Regulations and Safety Standards.



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- 2.6. The SYSTEM components used shall be compatible with the NSRS equipment and conform to the manufacturer's specifications.
  - 2.7. Each SIO shall assist third-party providers in the restoration of SYSTEM services.
  - 2.8. All SYSTEM software and firmware updates shall be approved by the TAC before inclusion.
  - 2.9. Each SIO shall employ staff or consultants able to determine a technical approach and possess the proper Qualifications, Professional Certifications, Equipment, and Experience necessary to maintain the SYSTEM.
3. **ACCESS AUTHORIZATION**
- 3.1. Each SIO shall provide and implement a reasonable policy that will allow escorted and unescorted access to its NSRS facilities and locations by the other SIOs.
    - 3.1.1. Such policy shall be approved by the Board.
4. **MAINTENANCE SERVICE LEVEL**
- 4.1. Each SIO shall assure the SYSTEM operates in compliance with FCC Title 47, Parts 90 & 101, and as specified by its manufacturer.
  - 4.2. Each SIO shall perform SYSTEM maintenance and inspections of all SIO-owned equipment as defined in the National Public Safety Telecommunications Council (NPSTC) final report, entitled "Defining Public Safety Grade Systems and Facilities," (latest release which may be reviewed at <http://npstc.org> ).
    - 4.2.1. The reoccurring maintenance schedule can be extended to eighteen (18) months upon approval of the Board.
  - 4.3. All equipment not operating within current FCC rules and regulations or manufacturer specifications, shall be repaired, replaced, or removed from service and replaced with equipment necessary to continue the prior level of area coverage and service.
  - 4.4. Any non-operating equipment which reduces a site to partial functionality shall be reported to the SA and meet the requirements of **Section 8**.
  - 4.5. Equipment removed from service shall be repaired and returned to service at the earliest opportunity.
5. **SYSTEM MAINTENANCE**
- 5.1. Each SIO will furnish, store, and maintain an adequate supply of spare equipment in support of its portion of the SYSTEM.
  - 5.2. In the event of a catastrophic failure, each SIO shall have the ability to share SYSTEM equipment with other SIOs. Shared SYSTEM equipment shall be returned to the original SIO within ninety (90) days.



6. **REPORTING REQUIREMENTS**

- 6.1. Each SIO shall maintain a detailed SYSTEM maintenance report on each and every service action as described in operations and maintenance policies and procedures outlined in the NSRS governance structure section 4.1.2.
- 6.2. Each SIO shall send a Monthly SYSTEM maintenance report to the SA.
  - 6.2.1. This information shall be provided in a quarterly report to the TAC for its review.

7. **SERVICE REQUESTS**

- 7.1. Each SIO shall provide business and after hours telephone and email support for its portion of the SYSTEM.
  - 7.1.1. Coverage parameters specific to the service(s) covered in this Agreement are as follows:
    - 7.1.1.1. Business hours support: 8:00 A.M. to 4:00 P.M. Monday – Friday
    - 7.1.1.2. Outside of business hours or on holidays will be forwarded to the on-call support staff.
  - 7.1.2. Email support: Monitored 8:00 A.M. to 4:00 P.M. Monday – Friday
    - 7.1.2.1. Emails received outside of office hours or on holidays will be addressed the following working day.
- 7.2. In support of services outlined in this Agreement, each SIO will respond to service-related incidents and/or requests submitted by the end user or other SIOs as described in operations and maintenance policies and procedures outlined in the NSRS governance structure section 4.1.2, within the following time frames:
  - 7.2.1. Zero (0) – two (2) hours for issues classified as High priority.
  - 7.2.2. Within 24 (24) hours for issues classified as Medium priority.
  - 7.2.3. Within three (3) working days for issues classified as Low priority.
- 7.3. Assistance from other SIOs and end users will be provided in accordance with the above timescales dependent on the priority of the support request.

8. **OUTAGES**

- 8.1. Scheduled Outages
  - 8.1.1. Each SSA shall request a service outage from the SA.
  - 8.1.2. The SA shall notify all SSAs and Users of an outage a minimum of forty-



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eight (48) hours in advance of the scheduled outage.

- 8.1.3. The SSAs and Users shall respond within the next working day to the SA regarding any conflicts with the scheduled outage.
- 8.1.4. Each SSA shall not proceed with the SYSTEM outage without concurrence from the SA.
- 8.1.5. The SSA responsible for a service outage shall notify the SA immediately when the outage extends beyond the scheduled time provided in the notice required under subsection 8.1.2.

**8.2. Emergency Outages**

- 8.2.1. The SSA shall acknowledge receipt of notice of an emergency outage within two (2) hours as described in operations and maintenance policies and procedures outlined in the NSRS governance structure section 4.1.2.
- 8.2.2. The SSA shall evaluate, assess, and determine a course of action for the emergency outage within six (6) hours of receipt.
- 8.2.3. The SSA shall immediately notify the SA on the status of any emergency outage and provide the SA with timely updates during such outage.

8.3. The SSA shall promptly report service restoration to the SA.

8.4. The SA shall promptly notify SSAs and Users when service has been restored.